

11/26/08

Homeowners are tired of being asked to constantly pay more to fund projects advocated by a constituency here and a constituency there. As Everett Durlisen would say, pretty soon it adds up to real money, and certain tax increases.

Given the pain of reassessment, it is especially troublesome to understand homeowners are being asked to accept even more pain by subsidizing a profit-making organization, especially when, once again, we have been given few specific details. Thus, we have no way of determining the net benefit.

Our EDC has failed to deliver on the spec building. We built it, but despite a booming economy, no one came; and now we have a white elephant on our hands. Why should we believe anything they say now?

The EDC and this administration have consistently declined to provide detailed cost-benefit studies for past projects as mandated by State law in Section 30-4-55. We get nothing but guesses and platitudes, and taxpayers cannot adequately evaluate the subsidies we are constantly asked to fund. Thus, we can only conclude one of two things:

- They don't know, which is totally unacceptable, or
- They know, but won't say because the answer will be unacceptable to taxpayers.

If our EDC cannot sell the numerous advantages that are already attracting so many to George County every year, then we desperately need a new direction for the EDC and a new sales strategy.

Regarding Ordinance 2006-22, other taxpayers and I would like answers to these questions, very specifically, so we can properly evaluate the impact of the fee-in-lieu on our tax rates:

- How many jobs will be created, when, and at what pay scales?
- What are the qualifications required for those jobs?
- How many of those jobs will be filled by transferring people in?
- Exactly what investment is Timken making? How is it broken down into land, buildings, training, inventories, and other groupings typically important to those making plant investment decisions?
- What are the schedules for making the investments?
- Exactly what specific fee-in-lieu terms are we providing?
- Do taxpayers receive any guarantees against non-performance? Are there penalties for failure to perform as promised? Is the fee-in-lieu terminated, reduced, or refunded for non-performance?
- How long does the fee-in-lieu last? Have provisions been made for extending it?
- What is the worst case extent of amounts taxpayers are giving up in terms of lost tax revenue?
- What is the worst case amount taxpayers are providing to subsidize each job?
- What other State or Federal incentives is Timken receiving?

Regarding Circumstance 2006-23, other taxpayers and I would like answers to these questions, very specifically, so we can properly evaluate the impact of the credits on our tax rates:

- What are the schedules for making the investments?
- Exactly what are the specific terms for the credits we are providing?
- Do taxpayers receive any guarantees against non-performance? Are there penalties for failure to perform as promised? Are the credits terminated, reduced, or refunded for non-performance?
- How long does the credit period last? Have provisions been made for extending it?
- What is the worst case amount taxpayers are providing as credits?
- How do these credits overlap the fee-in-lieu arrangement?
- What other State or Federal credits is Tanken receiving?



Carey J. Home
18188 Waterside drive
Seneca, SC 29622

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

Proposal for a full page advertisement in the 2007 Visitors Guide to the Upcountry South Carolina Magazine, which will be distributed state wide and regionally in SC, NC, GA, FL, TN & AL, nationally and internationally.

BACKGROUND OR HISTORY:

The Visitors Guide to the Upcountry South Carolina Magazine is a tourism marketing publication published annually by the Discover Upcountry Carolina Association. 70,000 of these publications are produced annually and distributed throughout the State of South Carolina in Welcome Centers, chambers of commerce and other visitors' centers through the region, area parks, campgrounds and attractions, and at national and international travel and trade shows. The guide is also mailed to approximately 20,000 individuals responding to our advertising and marketing campaign.

Topics of Interest covered in the annual publication include attractions, scenic points of interest, recreation, arts & entertainment, festivals & special events, visitor information, shopping, accommodations, restaurants, real estate & relocation, conventions and maps.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Parks and Tourism Commission has approved this proposal. Final layout of the full page advertisement will be complete upon a publishing meeting with Discover Upcountry.

STAFF RECOMMENDATION:

Approval of an expenditure of \$2,687.50 for a full page advertisement in the Visitors Guide to the Upcountry South Carolina Magazine.

FINANCIAL IMPACT:


This project will not exceed \$2,687.50 with funds coming from the 25% Parks and Tourism portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, Director-PRT
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 County Attorney
PHS Finance
VHL Grants
DLB Other
Community Services Director

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2006

COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

This is a recommendation by Oconee County Parks and Tourism Commission to request funds in the amount of \$3,000 for framing approximately 60 Waterfall Posters to distribute in the lodging industry and high tourist traffic areas. The Parks and Recreation Committee approved this request on 10/23/06.

BACKGROUND OR HISTORY:

During the Fiscal Year, allocation and spending of Local Accommodations Tax Funds received by the County are allocated to enhance the facilities that serve the tourists who visit the County and support the public services that are available to tourists in order to promote and further encourage tourism in the County.

SPECIAL CONSIDERATIONS OR CONCERNS:

These framed Waterfall Pictures will be displayed throughout the County at all Accommodations providers, Chambers of Commerce, visitor's centers and other high tourism area attractions as a means to promote tourism in the County. Our current waterfall brochure showing directions and like information will accompany the poster to give specific information.

STAFF RECOMMENDATION:

Approve project award to the low bid from Country Gallery & Frame for \$3,000.00 for framing approximately 60 Waterfall posters.

FINANCIAL IMPACT:


This project will not exceed \$3,000 with funds coming from the 2.5% Parks and Tourism portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 County Attorney
PHS Finance
VHC Grants
 Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Nov. 21, 2006
COUNCIL MEETING TIME: 7:00PM

ITEM TITLE OR DESCRIPTION:

This is a partnership re-print of 60,000 brochures of the "Waterfalls of the South Carolina Upcountry" brochure.

BACKGROUND OR HISTORY:

The original brochure was developed by the Pendleton District Tourism Commission. Oconee County has partnered with re-orders in the past due to the popularity of this brochure to Tourists. This brochure lists the 22 most prominent waterfalls in Oconee County, as well as 2 waterfalls in Pickens County and 7 waterfalls in Greenville County.

SPECIAL CONSIDERATIONS OR CONCERNS:

This partnership will give us one-third, or 20,000 copies for tourism distribution. 20,000 copies each will also go to the Pendleton District Commission and Discover Upcountry Carolina Association. The Pendleton District Commission will make the re-order with Electric City Printing, the vendor/designer of the original brochure. We will then purchase our share from the Pendleton District Commission.

STAFF RECOMMENDATION:

Staff recommends approval of the partnership re-print with the Pendleton District Commission and Discover Upcountry Carolina.

FINANCIAL IMPACT:

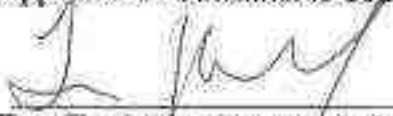
One third of the cost of re-printing 60,000 copies is \$2,696.25. The funds are to come from the 25% Parks and Tourism portion of the Local Accommodations Tax. This project requires no matching funds and will have no impact on the general fund budget.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

PEJ Finance

VHL Grants

_____ Other

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00PM

ITEM TITLE OR DESCRIPTION:

Request for District Two (2) recreation funds of \$10,000 to Walhalla Recreation from account 010-202-30907.

BACKGROUND OR HISTORY:

Money is budgeted for each Council district for youth recreation purposes to eligible organizations. Recreation commission reviewed request on November 14, 2006, and recommends approval to County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

Walhalla Recreation Department is an eligible organization and this is an eligible request under the Approved Distribution Plan of County Funds for Parks and Recreation. Funds will be used for soccer, baseball, softball, and basketball equipment.

STAFF RECOMMENDATION:

Recommendation for approval of \$10,000 to Walhalla Recreation Department.

FINANCIAL IMPACT:

\$10,000 of budgeted funds from PRT line item 010-202-30907.

ATTACHMENTS:

None.

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Hazard Mitigation Grant Application to fund the following activities:

- Pre-wiring of Gignilliat Gym Shelter for generator
- Obtaining weather alert radios for at risk population
- Replacing worn out culvert for Barton Creek Rd. Westminster

BACKGROUND OR HISTORY:

Due to the December 2005 ice storm, all SC counties are eligible to apply for a Hazard Mitigation grant to help reduce the impact of future disasters or emergencies. There is approximately \$800,000-\$1,000,000 available statewide for this grant. County Council approved for Emergency Management to submit a pre-application in March 2006.

SPECIAL CONSIDERATIONS OR CONCERNS:

FEMA will fund 75% of the project. We are required to provide a 25% match in local funds or third-party in-kind contributions. **The match for the Pre-wiring of Gignilliat Gym and Distribution of Weather Alert Radios will be provided as third-party in-kind contributions. We respectfully request that County Council consider providing the local match of \$7,500 for flood control along Barton Creek Rd in Westminster.**

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that the Oconee County Emergency Management Agency be allowed to submit an application for the above-mentioned projects and that County Council provide the local match of \$7,500 to install a new culvert on Barton Creek Rd in an effort to improve flood control.

FINANCIAL IMPACT:

<u>Grant Activity</u>	<u>Total Cost</u>	<u>Match</u>
Pre-wiring of Gignilliat Gym for Generator	\$91,792	In-Kind Labor \$22,948 (Provided by the City of Seneca)
Distribution of Weather Alert Radios	\$11,900	In-Kind Labor \$2,998 (Provided by volunteer labor & hours)
Flood Control – Replacing culvert for Barton Creek Rd. Westminster	\$30,000	Local Match Cash \$7,500

ATTACHMENTS:

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 21, 2006
COUNCIL MEETING TIME: 7PM**

ITEM TITLE OR DESCRIPTION:

Application for funds available through a cooperative federal/state mapping grant program administered by the Geodetic Survey Division of the South Carolina Budget and Control Board.

BACKGROUND OR HISTORY:

The County has the responsibility of conforming to National Standards of Map Accuracy, FGIX Standards and Specifications for Geodetic Control Development, Standards and Procedures for County Base Mapping, and South Carolina Department of Revenue Regulation 117-1740 Cadasral Maps and Parcel Identifiers for statewide mapping standardization.

The mission of the South Carolina Geodetic Survey office is to assist counties in meeting these responsibilities by providing assistance to counties for the modernization of Land Information Systems utilizing geodetic control as the framework for creation of an accurate, coordinate based mapping system. This assistance is generally limited to technical assistance. However, occasionally limited funds are available to provide financial aid as is the case at the present time.

SPECIAL CONSIDERATIONS OR CONCERNS:

During the current fiscal year, Council has authorized funding for new computer assisted mass appraisal (CAMA) software and conversion of existing tax maps into a digital format. Upon completion of these two projects the county will have the basic ingredients necessary for completing development of the county GIS program. The integration of these two programs will provide the Assessor with the technology needed to improve the property reassessment process. In addition, these projects will also provide the Planning Department with the basic tools needed for development of land use maps, plans and regulations. Other major users of GIS will eventually be the Public Safety, Economic Development, Delinquent Tax and Public Works Departments.

STAFF RECOMMENDATION:

It is recommended that this grant be applied for in hopes of acquiring funds for the purchase of the software and professional services needed for GIS/CAMA integration.

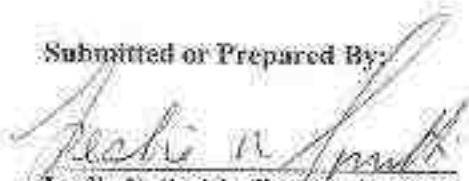
FINANCIAL IMPACT:

We have just been notified that funds are currently available for counties which qualify in an amount up to \$30,000 contingent upon the county expending \$60,000 during the time period between August 1, 2006 and October 31, 2007. The maximum amount of the grant is \$30,000 with a \$60,000 match required. Since we are already obligated to spend more than \$60,000 on the orthophotography and map conversion projects no additional matching funds would be required.

ATTACHMENTS:

Memorandum of Understanding

Submitted or Prepared By:


Leslie N. Smith, County Assessor

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

County Attorney

 _____
Finance

Other

C; Clerk to Council

VHL Grants

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 21, 2006
COUNCIL MEETING TIME: 7 p.m.

ITEM TITLE OR DESCRIPTION:

Request for Work Authorization approval for design of 600 foot runway extension.

BACKGROUND OR HISTORY:

For the past several years, the County has desired extension of the runway at the Oconee County Airport. This month, the FAA has declared that an eastward 600 foot runway extension at the Oconee County Airport is justified (they agree the extension is needed). FAA officials have stated they will allow Oconee County to use current (on hand) AIP funds from FY 2004, 2005, and 2006 for payment of runway extension project formulation, environmental analysis, design, and bidding services; and that funding for construction of the extension could be allocated as early as federal FY 2007-08.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project has been in the works for several years, and has been denied or put on hold for at least 5 years. The recent update and review of the project has ended in an unanticipated, yet FAVORABLE, response from the FAA. The 600 foot extension will bring the runway length to 5000 feet and allow the airport to remain competitive within the region. Anderson County's runway is 6000 feet long and Pickens County's is 5000. The entire project will be funded 95% by the Federal Government. The State of South Carolina will provide 2.5% of the funding, and Oconee County's obligation will be 2.5%. The total amount owed by Oconee County in the current budget will be approximately \$5,782, and \$75,000 in FY 07-08.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization for the project design & associated engineering, and for project formulation, environmental analysis, design, and bidding.

FINANCIAL IMPACT:

\$382,674 is currently available in AIP funds for this proposed FY 06-07 work. Estimated cost of 600 foot extension is approximately \$3 million. The County's share (2.5%) of the construction of the runway extension for FY 2006-07 is approximately \$5,782 and \$75,000 for the FY 2007-08 budget. See attachment 1 for cost breakout of FY 06-07 design and associated work.

ATTACHMENTS:


Financial summary and Aerial View of proposed 600 foot extension

Submitted or Prepared by:

Kevia Short

(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By: Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 21, 2006
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Bid 06-06, Road Paving 2006 – Asphalt Overlay, Milling, Reconstruction and Asphalt of Gravel Roads of approximately 17.23 miles.

BACKGROUND OR HISTORY:

The staff is continuing with the Road and Transportation Committee's direction for a detailed approach to declaring and tracking the costs of the paving contract. This process calls for each road to have construction details spelled out and tracked for better quality work and cost control. Staff will provide project status updates at each Road and Transportation Committee Meeting.

BID SOLICITATION HISTORY:

On November 9, 2006, formal sealed bids were opened for this contract. Twenty-one companies were originally notified of this bid opportunity. Five companies submitted bids, with Pickens Construction, Inc. of Anderson, SC, submitting the lowest bid of \$1,784,733.76 (see attached Bid Tabulation).

SPECIAL CONSIDERATIONS OR CONCERNS:

We are all aware that rising fuel costs continue to impact our road paving projects. Not only is the liquid asphalt content directly related to the cost of asphalt, but fuel cost for transporting materials is also increasing the overall costs.

Consequently, due to rising costs, and available funding, we are not able to bid new construction work in February 2007 as originally planned. Based on funding allocated, we are overlaying, reconstructing, and milling as many roads as practical. We requested over \$1,000,000 to be funded by the Oconee C-Fund program. Due to statewide cutbacks, we were only allocated \$225,000.

We are reserving an additional \$450,000 to do in-house County Road paving projects and to contract out some much needed centerline stripping.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-06 to Pickens Construction, Inc. for the amount of \$1,784,733.76 and execute contract.

FINANCIAL IMPACT:

The 2006 Road Paving Contract will be funded from the FY 2006-2007 Budget as follows:

010-601-50881-00000	Road Paving Capital	\$1,300,000
010-601-60735-00000	General Use Gravel	\$350,000
013-601-60224-00155	National Forestry	\$350,000
013-601-60880-00255	C-Fund	\$225,000

TOTAL AVAILABLE BUDGET for 2006 PAVING CONTRACT = \$2,225,000

The total projected bid cost is estimated to be \$1,784,733.76. Stone from our Rock Quarry will be provided at an estimated cost of \$240,016.24, and an approximate 9% contingency of \$200,250 is included for a total maximum expenditure of \$2,225,000, which matches the available budget above.

ATTACHMENTS:

1. Bid Tabulation
2. Project List/C-Fund List
3. Original Bid List
4. Contract

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director


Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 County Attorney

 Finance

 Department

C: Clerk to Council

TENTATIVE RECONSTRUCTION ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
SE-155	FOREST CREEK DR	24	1,710
SE-156	MARGIE CT.	24	90
RECONSTRUCTION ROADS TOTAL		FEET	1,800
		MILES	0.34

TENTATIVE CURB & GUTTER MILL ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
WA-245	CANE CREEK HARBOR RD	20	1,465
SE-237	AMETHYST WAY	20	375
SE-289	EMERALD POINTE DR	20	994
CURBED MILL ROADS TOTAL		FEET	2,834
		MILES	0.54

TENTATIVE SHOULDERED MILL ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
SE-37	S ALEXANDER RD	18	4,886
KE-17	RAMEY RD	20	1,625
TU-45	OLD LIBERTY RD	18	4,554
TU-144	ALL DR	20	890
SHOULDERED MILL ROADS TOTAL		FEET	11,665
		MILES	2.21

TENTATIVE LOCAL FUND OVERLAY ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
WA-154	CAPPS RD	28	2,948
SE-382	E LONSDALE ST	20	2,387
CH-33	VERNER MILL RD	20	17,067
TU-98	LA-Z ACRES RD	20	8,850
CH-20	ROSS MOUNTAIN RD	20	6,542
PU-3	CHARLIE COBB RD	18	5,530
KE-39	COURTNEY DR	18	4,660
LOCAL FUND OVERLAY TOTAL		FEET	47,984
		MILES	9.03

Note: Highlighted items are partially funded by C-Funds

TENTATIVE C-FUND OVERLAY ROADS

NUMBER	ROAD NAME/SUBDIVISION	WIDTH FEET	LENGTH FEET
CH-23	TURPIN RD	20	3,115
WA-257	WHITE HARBOUR RD	20	1,370
WA-60	MCDONALD POINT RD	20	2,024
WA-65	CRYSTAL FALLS RD	20	3,904
TU-73	MADISON SHORES DR	20	3,992
TU-20	NORTH SHORES DR	20	1,890
KE-63	S CRAGGMOORE DR	20	2,285
SE-145	TIMBERLAKE ONE CIR	16	871

C-FUND OVERLAY ROADS TOTAL
FEET 19,452
MILES 3.68

TENTATIVE C-FUND GRAVEL ROADS TO OVERLAY

NUMBER	ROAD NAME/SUBDIVISION	WIDTH FEET	LENGTH FEET
SE-472	W CAPEWOOD AVE	20	2,176
SE-2	WATSON DR	20	1,660
CE-176	OAK FOREST TRL	20	1,687
SE-281	OAK VALLEY RD	20	2,383

C-FUND GRAVEL ROADS TOTAL
FEET 7,216
MILES 1.37

TOTAL	90,951 FEET	17.23 MILES
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Note: Highlighted items are partially funded by C-Funds

TENTATIVE RECONSTRUCTION ROADS 2006/07

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	PETROMAT	2 INCH SURFACE TONS	D/W APRONS	D/W TONS	INTER SECTIONS	INTER SECTIONS TONS	CUL-DE-SACS	CUL-DE-SACS TONS	BACK SLOPE CU YDS	BACK SLOPE TONS	BACK SLOPE CU YDS	BACK SLOPE TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-155	FOREST CREEK DR	1,710	24	SC DOT	4580	YES	513	21	147	2	32	1	39	92.0	182	913		D6-MAP 5	
SE-156	MARGIE CT	80	24	SC DOT	240	NONE	27	2	14	1	16	1	39	9.1	18	96		D6-MAP 5	
TOTAL		1,800	FEET																
		0.34	MILES																

NOTE 1: MARGIE CT IS A SMALL CUL-DE-SAC OFF FORREST CREEK DR

TENTATIVE MILLING ROADS 2005													
ROADS WITH CURB AND GUTTER													
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	8 INCH STONE TONS	2 INCH SURFACE TONS	D/W APRONS	D/W TONS	INTER-SECTIONS	INTER-SECTIONS	TOTAL SURFACE TONS	MAP LOCATION
WA-245	CANE CREEK HARBOR RD	1465	20	SC DOT	3256	695	356	17	119	9	80	565	E1- MAP 5
SE-237	AMETHYST WAY / PARTIAL	375	20	SC DOT	833	229	94	6	42	2	32	168	E1- MAP 6
SE-269	EMERALD POINTE DR	994	20	SC DDT	2209	607	249	6	56	5	80	385	E1,C1- MAP 5
	TOTAL	2,834	FEET										
		0.54	MILE										

TENTATIVE MILLING ROADS 2005													
ROADS WITH SOIL SHOULDERS													
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ROAD AREA SQ. YDS	5 INCH STONE TONS	2 INCH SURFACE TONS	D/W APRONS	D/W TONS	INTER. SECTIONS	INTER. SECTIONS	TOTAL SURFACE TONS	GEO GRID	MAP LOCATION
SF-37	S. ALEXANDER RD / PARTIAL	4,896	19	10,336	2842	1163	13	91	4	64	1318		J13-MAP 1
KE-17	RAMEY RD / PARTIAL	1,525	20	3,389	932	361	2	14	1	16	411		J5-MAP 1
TU-45	OLD LIBERTY RD	4,554	18	8,198	2506	1025	16	172	4	64	1201	YES	C12-MAP 1
TU-24	ALI DR / PARTIAL	690	20	1,533	422	175	1	7	1	16	196		F13-MAP 1
TOTAL		11,665	FEET										
		2.21	MILES										

TENTATIVE LOCAL FUND OVERLAY ROADS																
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ROAD AREA SQ YDS	1.5 INCH SURFACE TONS	MILL / PATCH	BINDER PATCH TONS	DW APRONS	DW TONS	INTERSECTIONS	INTERSECTIONS TONS	CUL-DE-SACS	CUL-DE-SACS TONS	TOTAL SURFACE TONS	TOTAL BINDER TONS	MAP LOCATION
WA-164	GAPPS RD	2,848	20	6551	540	685	220	16	112	4	64	0	0	716	220	B1, E1-MAP 6
SE-382	E LONSDALE ST	2,387	20	5304	438	80	20	17	113	5	95	0	0	653	20	B1, C1-MAP 5
CH-33	VERNER MILL RD	17,067	20	37927	3129	3060	1010	65	455	16	256	0	0	3640	1010	F7-MAP 1
TU-98	LA-Z-ACRES RD	8,850	20	19667	1633	2098	682	24	169	5	96	1	39	1926	692	F14-MAP 1
GH-20	ROSS MOUNTAIN RD	3,542	20	14538	1196	1227	405	11	77	3	48	0	0	1324	405	F8, C8-MAP 1
PU-3	CHARLIE COBB RD	5,530	19	11674	963	1258	414	5	35	5	80	0	0	1078	414	D8-MAP 1
KE-38	COURTNEY DR	4,660	19	9838	812	929	307	20	140	2	32	0	0	984	307	I7-MAP 1
	TOTAL	47,984	FEET													
		9.09	MILES													

TENTATIVE C-FUND OVERLAY ROADS

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	1-1/2 INCH SURFACE TONS	MILL / PATCH SOYAS	6 INCH PATCH TONS	DW	DW TONS	INTER-SECTIONS	INTER-SECTIONS TONS	CUL-DE-SACS	CUL-DE-SACS TONS	TOTAL SURFACE TONS	TOTAL BINDER TONS	MAP LOCATION
CH-23	TURPIN RD	3,115	20	SC DOT	6922	571	1754	579	10	70	3	48	0	0	689	579	F8- MAP 1
WA-267	WHITE HARBOUR RD	1,370	20	SC DOT	3044	291	1560	515	17	115	2	32	1	39	441	515	J10- MAP 1
WA-60	MCDONALD POINT RD	2,024	20	SC DOT	4498	371	1284	417	44	308	1	16	1	39	734	417	J9- MAP 1
WA-65	CRYSTAL FALLS RD	3,904	20	SC DOT	8676	716	638	211	18	126	4	64	0	0	906	211	G4- MAP 8
TU-73	MADISON SHORES DR	3,992	20	SC DOT	8871	732	953	974	29	203	7	112	0	0	1047	314	E13- MAP 1
TU-20	NORTH SHORES DR	1,890	20	SC DOT	4200	347	652	219	16	112	2	32	1	39	530	219	F14- MAP 1
KE-53	S CRAGGMORE DR	2,286	20	SC DOT	5080	419	0	0	13	91	3	45	1	59	597	0	C3- MAP 4
SE-145	TIMBERLAKE ONE CIR	871	18	SC DOT	1742	144	179	58	0	0	2	32	0	0	176	59	K14- MAP 1
	TOTAL	19,452	FEET														
		3.68	MILES														

TENTATIVE C-FUND GRAVEL ROADS TO OVERLAY

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	STONE TONS	2 INCH SURFACE TONS	GROSS LINES	DW	DW TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SACS	CUL-DE-SAC TONS	SURFACE TONS	MAP LOCATION
SE-472	W CAPEWOOD AVE	2,176	20	SC DOT	4836	798	544	8	12	84	3	48	0	0	876	F5-MAP 5
SE-2	WATSON DR	1,350	20	SC DOT	2833	365	263	2	10	70	3	48	0	0	381	E2-MAP 5
CE-176	OAK FOREST TRL	1,687	20	SC DOT	3743	619	422	2	13	91	1	16	1	39	589	J13-MAP 1
SE-287	OAK VALLEY RD	2,303	20	SC DOT	5118	844	576	1	8	55	1	18	1	38	687	J13-MAP 1
SE-43	VALLEY FARM RD	1,067	20	SC DOT	2416	399	272	3	1	7	1	16	0	0	295	J13-MAP 1
	TOTAL	8,303	FEET													
		1.57	MILES													

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

THIS AGREEMENT made and entered into this _____ day of November, 2006, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and, PICKENS CONSTRUCTION, INC. (hereafter "the CONTRACTOR")

1. SCOPE OF WORK

- a. For and in consideration of the **unit prices** hereinafter specified, (see Bid Form), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$1,784,733.76 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set up and asphalted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about December 6, until June 15, 2007 unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.

- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.
- d. CONTRACTOR will furnish to the COUNTY a performance bond prior to any payments in the penal sum of \$1,784,733.76 dollars. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a. COUNTY shall pay CONTRACTOR for work and services performed by it according to the provisions of this agreement in the manner specified herein.

- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.
- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #06-06, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered
In the Presence of
(As to County)

OCONEE COUNTY (SEAL)

By _____
Oconee County

(As to Contractor)

PICKENS CONSTRUCTION, INC.
(SEAL)

By: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third & Final reading of Ordinance 2006-22, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR AND TIMKEN US CORPORATION; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES"

BACKGROUND OR HISTORY:

Timken has been located in the County for a number of years and the company is now proposing to invest not less than \$18,000,000 in Oconee County and has requested a fee in lieu pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976 as amended. The granting of this fee in lieu request does not, in any way, give financial liability to Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

The approval of this ordinance will benefit the general welfare of Oconee County by providing service, employment, recreation or other public benefits to our citizens.

STAFF RECOMMENDATION:

Staff recommends that Council conduct a public hearing to receive written and/or oral comments regarding Ordinance 2006-22 and consider approval on third and final reading.

FINANCIAL IMPACT:

No negative impact to County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Proposed Ordinance 2006-22
Submitted or Prepared By:

Opal G. Green

Reviewed by/initials:

_____:County Attorney

Approved for Submittal to Council:


_____:Tom Hendricks, County Administrator

_____:Finance

ORDINANCE NO. 2006-22

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND TIMKEN US CORPORATION, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Timken US Corporation, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the manufacturing of bearings in which the minimum level of investment is not less than \$18,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on July 18, 2006, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of November 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____

Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading:	July 18, 2006
Second Reading:	November 7, 2006
Public Hearing:	November 21, 2006
Third Reading:	November 21, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third & Final Reading of Ordinance 2006-23, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN US CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO TIMKEN US CORPORATION"

BACKGROUND OR HISTORY:

As per the agreement dated July 18, 2006 between Timken US Corporation and Oconee County whereby the company has determined that it desires to construct and/or expand a facility, located in Oconee County, for manufacturing bearings.

SPECIAL CONSIDERATIONS OR CONCERNS:

The project will provide public benefits incident to conducting manufacturing facility operations, and in order to implement the public purposes and assist the company in expanding and maintaining a facility in Oconee County.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council conduct public hearing to receive written and/or oral comments regarding Ordinance 2006-23 and consider approval of Ordinance 2006-23 on third & final reading.

FINANCIAL IMPACT:

No negative impact to County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Proposed Ordinance 2006-23
Submitted or Prepared By:

Opal O. Green
Department Head

Reviewed By/Initials:

_____ : County Attorney

_____ n/a _____ : Finance

_____ n/a _____ : Other

Approved for submittal to Council:


Tom Hendricks, Council Administrator

ORDINANCE NO. 2006-23

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TIMKEN US CORPORATION FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO TIMKEN US CORPORATION

WHEREAS, the County is authorized by the provisions of Title 4, Chapter 1 and Title 12, Chapter 44 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of July 18, 2006, by and between Timken US Corporation, a corporation duly incorporated and existing under the laws of the State of Delaware (the "Company") and the County, the Company has determined that it desires to construct and/or expand a facility for manufacturing bearings, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting manufacturing facility operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee

Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 21st day of November 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading:	July 18, 2006
Second Reading:	November 7, 2006
Public Hearing:	November 21, 2006
Third Reading:	November 21, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing and Second Reading of Ordinance 2006-27, "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS FOR 1976, SECTION 4-1-170 ET SEQUENTIA, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTY AND RELEVANT TAXING ENTITIES"

BACKGROUND OR HISTORY:

The purpose of adopting this ordinance is to promote the economic welfare of the citizens of Oconee & Pickens Counties by providing employment and other benefits to the citizens of both Counties.

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement may not be terminated except by concurrent ordinances of Oconee & Pickens Counties and will terminate in twenty-five (25) years.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends Council conduct a public hearing to receive written and/or oral comments regarding Ordinance 2006-27 and consider adopting Ordinance 2006-27 on second reading.

FINANCIAL IMPACT:

No negative impact to the County budget, would greatly benefit the public of Oconee County.

ATTACHMENTS:

Ordinance 2006-27
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submission to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

___N/A___ : Finance

___N/A___ : Procurement

ORDINANCE NO. 2006-27

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS FOR 1976, SECTION 4-1-170 ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES

WHEREAS, Oconee County ("Oconee County") and Pickens County ("Pickens County") (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act");

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Pickens County. The Park is to be located within the boundaries of Oconee County. The form of the joint industrial park agreement (the "Agreement") is attached hereto and all terms of the Agreement are hereby incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Oconee County. The Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before the meeting.

SECTION II. The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

SECTION V. In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law for regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for such premises in the Park at the County's sole discretion.

SECTION VI. The Sheriff's Department for the county within which the Park premises is located will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises located within each county and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council. In any event, this Ordinance shall terminate twenty-five (25) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distributions of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises which are located in Pickens County.

Oconee County	100%
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SECTION X. Oconee County hereby designates that the distribution of the fee-in-lieu of ad valorem taxes pursuant to the Agreement received by Oconee county for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of special source revenue bonds.

SECTION XI. This Ordinance shall be effective after third and final reading and publication.

Passed and approved this 5th day of December 2006.

OCONEE COUNTY, SOUTH CAROLINA

By:

H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:

Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading:	November 7, 2006
Second Reading:	November 21, 2006
Public Hearing:	December 5, 2006
Third Reading:	December 5, 2006

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
OCONEE COUNTY COUNCIL
COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2006-26, "AN ORDINANCE REGULATING FALSE FIRE ALARMS TO WHICH OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND, RESCINDING ORDINANCE 2006-09",

BACKGROUND OR HISTORY:

This ordinance replaces and strengthens the current False Fire Alarm Ordinance (2006-09). The ordinance was referred to the Oconee County Council after being reviewed by the Planning Commission and County Magistrate.

SPECIAL CONSIDERATION:

This ordinance changes the penalty from a civil offense to a criminal offense. The Rural Fire Chief, Deputy Fire Chief and Code Enforcement Officers will be responsible for issuing citations.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends consideration of adoption of Ordinance 2006-26 on third and final reading upon approval of Council.

FINANCIAL IMPACT:

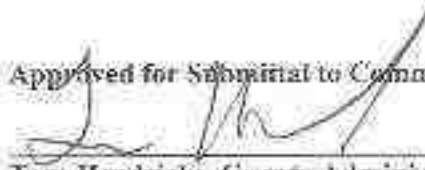
There will be no adverse impact on the County. Fines should help Rural Fire Departments recoup some expenses in responding to false alarms.

ATTACHMENTS:

Proposed Ordinance 2006-26
Submitted or Prepared By:

Opal O. Green
Department Head
Reviewed By:

Approved for Submittal to Committee


Tom Hendricks, County Administrator

_____ : County Attorney

_____ n/a _____ : Finance

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2006-26**

TITLE: "AN ORDINANCE REGULATING FALSE FIRE ALARMS TO WHICH OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND, RESCINDING ORDINANCE 2006-09"

Section 1. - PURPOSE

WHEREAS, Oconee County Rural Fire Departments respond on a regular basis to false fire alarms; and

WHEREAS, responding to false fire alarms requires Rural Fire Departments to expend considerable money and manpower unnecessarily; and

WHEREAS, the legitimacy of a fire alarm typically cannot be determined until emergency responders arrive on the scene; consequently responders must regard all alarms as true emergencies; and

WHEREAS, responses to fire alarms require quick action, entailing risk to individual firefighters, other emergency personnel and the general public; and

WHEREAS, false fire alarms expose individual firefighters, other emergency personnel and the general public to needless risks; and

WHEREAS, it is the responsibility of the owner of every establishment or residence to purchase and maintain a reliable fire alarm system;

It is the purpose of this ordinance to establish regulations to minimize the potential risks and costs associated with false fire alarms by establishing a system of monitoring the frequency of such false alarms, and to impose penalties on those owners of fire alarm systems that issue false alarms on a frequent or chronic basis. Additionally, it is the intent of these regulations to provide for a method of compensation for costs incurred by rural fire departments in the course of responding to false fire alarms.

Section 2. - AUTHORITY

This Ordinance is adopted pursuant to the provisions of S.C. Code 1976 §4-9-30. Persons employed by the Oconee County as Rural Fire Chief, and Deputy Rural Fire Chief, and Code Enforcement Officers shall be vested with the authority to enforce and administer this ordinance within the unincorporated areas of Oconee County, and within the boundaries of any municipality contracting with the governing body of Oconee County for enforcement of these provisions.

Section 3. - DEFINITIONS

For the purposes of these regulations, the following definitions shall apply:

EMERGENCY PERSONNEL- any individual duly registered as a member (whether employed or volunteer) of an organization recognized by Oconee County and the State of South Carolina (or any other jurisdiction honoring a mutual aid agreement with either Oconee County or the State of South Carolina) to perform duties related to emergency response. Such emergency responders include, but shall not be limited to, fire departments, law enforcement agencies, paramedics, medical transport units, and search and rescue units.

FALSE FIRE ALARM- any activation of a fire alarm system that is not the result of a fire-related cause.

FIRE ALARM SYSTEM- any device designed for the detection of a fire and/or for alerting the owner, general public, or emergency responders to the existence of a fire by audible, visible, or transmitted signal, tone, or message intended to summon assistance. This definition shall include all fire alarm devices, either purchased, leased, or homemade; and shall include all fire alarm devices installed and/or maintained either by the owner, an alarm monitoring business, or any other individual or entity.

OWNER- any individual, business, corporation, or other entity, public or private, that has responsibility for daily oversight of a fire alarm system. In the event that such a party cannot be determined by Oconee County, the individual or entity possessing title to the property upon which the fire alarm system is located shall be held liable for any and all violations of the provisions of this ordinance.

Section 4. - APPLICATION

(1) Any individual, business, corporation, or other entity, public or private, owning a fire alarm system in the unincorporated areas of Oconee County shall install and maintain said system in such a manner as to prevent false alarms. All false fire alarms resulting in a response by members of one or more Oconee County Rural Fire Departments and/or other emergency personnel shall:

- a) be reported as soon as practicable to the Rural Fire Chief by the Chief of the rural fire department within whose fire district the false alarm originates;
- b) be duly recorded in a manner deemed appropriate by the Rural Fire Chief to provide sufficient documentation for the enforcement of the regulations in this ordinance; and
- c) be subject to investigation by the Rural Fire Chief and Code Enforcement Officers.

(2) Owners of fire alarm systems found by the Rural Fire Chief to have emitted a false alarm shall be subject to the following:

- a) If no false alarm has been emitted by the same fire alarm system within the previous twelve (12) months, a verbal warning shall be issued to the owner by the Rural Fire Chief or Code Enforcement Officer.
- b) If one (1) false alarm has been emitted by the same fire alarm system during the previous twelve (12) months, the owner shall be issued a written warning by the Rural Fire Chief or Code Enforcement Officer.
- c) If two (2) or more false alarms have been emitted by the same fire alarm system during the previous twelve (12) months, the owner shall be issued a uniform summons by the Rural Fire Chief or Code Enforcement Officer to appear before the Magistrate's Court. All persons found by the Magistrate's Court, or Court of Competent Jurisdiction, to have violated the provisions of this ordinance shall be subject to the penalties established in these regulations, plus any additional court costs and penalties deemed appropriate by the Court.

Section 5. - EXEMPTIONS

Owners of fire alarm systems emitting false alarms due to the following causes shall be exempt from any penalties imposed by this ordinance:

- a) damage from natural forces, which include, but shall not be limited to, high winds, floods, hail, lightening, and earthquakes;
- b) temporary interruption of utility service for reasons beyond the control of alarm system owner;
- c) unexpected failures of plumbing, electrical, HVAC or other structural and mechanical components of the building within which the alarm system is located; or
- d) utilization of the fire alarm system to summon assistance for non-fire emergencies, which include, but shall not be limited to, health-related crises, crimes, and rescues.

Section 6. - PENALTIES

Any owner violating the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be subject to up to thirty (30) days in jail and/or the fines established in the following schedule:

PENALTIES	
Number of Prior False Alarms During Previous Twelve (12) Months	Fine Amount (Dollars)
Two (2)	250.00
Three (3)	375.00
Four (4) or more	500.00

All fines collected under the provisions of this ordinance shall be paid to Oconee County. Court costs, assessments, and other fees imposed by the Court shall be in addition to the fine amount.

Section 7. - COMPENSATION FOR EXPENSES INCURRED BY FIRE DEPARTMENT

In the event the Court imposes a fine under the provisions of this ordinance on an owner of a fire alarm system, the rural fire department located in the fire district within which the false alarm originated may submit a claim to Oconee County for compensation for costs incurred in responding to said false alarm. Claims for compensation shall:

- a) be made in writing by the Chief of the rural fire department on a form provided by Oconee County, and shall be submitted to the Rural Fire Chief;
- b) be submitted when appropriate on a regular schedule established by resolution of County Council; and
- c) not exceed the total amount of fine monies, less an appropriate percentage for administrative costs incurred by the County (to be set by resolution of County Council), collected by Oconee County for false alarms in the individual fire district since any previous compensation claims.

ADOPTED & APPROVED on third and final reading this _____ day of _____ 2006 by a vote of:

H. Frank Ables, Jr., Chair
Oconee County Council

Attest:

Opal G. Green, Clerk to Council

1st Reading: 10/3/06

2nd Reading:

3rd Reading:

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2006-29, "AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND THE PRESCRIBING MATTERS RELATED THERETO"

BACKGROUND OR HISTORY:

Oconee County and Pine River Plastics entered into a lease agreement April 1, 2000 and now Pine River Plastics desires to convert the lease agreement into a fee agreement by and between Oconee County and Pine River Plastics for the purpose of authorizing and acquiring certain land, a building or buildings, machinery, apparatus and equipment for the purpose of continuing the development of a facility used for manufacturing.

SPECIAL CONSIDERATIONS:

Council previously determined that this project will benefit the citizens of Oconee County by providing employment and other public benefits.

STAFF RECOMMENDATION:

Staff recommends that Council consider adoption of Ordinance 2006-29 on second reading.

FINANCIAL IMPACT:

No negative impact to the County Budget.

ATTACHMENTS:

Proposed Ordinance 2006-29

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council


Tom Hendricks, Administrator

Reviewed By:

_____ ; County Attorney

_____ ; Finance

ORDINANCE

AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND APPROVING THE ASSIGNMENT OF THE INTERESTS OF PINE RIVER PLASTICS, INC. IN THE LEASE AGREEMENT TO PINE RIVER ACQUISITION, LLC; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND PRESCRIBING MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act to provide for an infrastructure tax credit pursuant to the Act; and, to accept any grants for such projects through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by the Act to convert an existing lease agreement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended to a fee agreement, as defined in the Act, with respect to such project; and

WHEREAS, Pine River Plastics, Inc., a corporation incorporated and existing under the laws of the State of Michigan ("Pine River"), and Carolina Foothills, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Carolina Foothills," and together, the "Company") requested the County to participate in adopting an Ordinance, to provide for the conversion of the lease agreement entered into by and between the County and the Company dated as of April 1, 2000 (the "Lease Agreement") to a fee agreement by and between the County and the Company (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring certain land, a building or buildings, and machinery, apparatus, and equipment in the County for the purpose of continuing the development of a facility used for the manufacturing and assembling of plastic injection moldings for highly aesthetic products as provided in the Lease Agreement in which the minimum level of investment including the purchase and construction of land and buildings is not less than Five Million Dollars (\$5,000,000) (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, Pine River has, subject to the approval of the County, agreed to assign and transfer to Pine River Acquisition, LLC, a limited liability company organized and existing under the laws of the State of Michigan ("Pine River Acquisition"), its successors and assigns, Pine River's rights and interests in the Project and the Lease Agreement, and

WHEREAS, the County Council, having previously determined that the Project will provide additional permanent employment for persons from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to convert the Lease Agreement to the Fee Agreement and to execute and deliver the Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Fee Agreement, by and between the County and the Company, or its assigns; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Company under and pursuant to the provisions of the Fee Agreement by and between the County and the Company, pursuant to which the Company is obligated (i) to make payments directly to the account of the County in amounts sufficient to pay the fee in lieu of tax, (ii) to maintain the Project in good repair at the Company's own expense and to carry all proper insurance with respect thereto, and (iii) to make payments in lieu of taxes required by the Act; and

WHEREAS, it appears that the Fee Agreement including the agreement for payment of a payment in lieu of tax, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. The Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Fee Agreement shall be payable solely out of the revenues derived by the County from the Fee Agreement and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Fee Agreement.

Nothing in this Ordinance or the Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the fee in lieu of tax, (ii) revenues derived from the Project, (iii) any proceeds accruing to the County on account of insurance on the Project under the Fee Agreement, (iv) any moneys accruing to the County on account of any taking or condemnation of title to all or part of the Project, and (v) any moneys arising out of the investment or reinvestment of said proceeds, revenues, or moneys.

Section 2. The Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council or the County Administrator and shall be attested by the manual or facsimile signature of the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the County. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting. The Chairman of the County Council, the County Administrator and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The County approves the assignment and transfer of Pine River's rights and obligations under the Lease Agreement to Pine River Acquisition, and the release of Pine River with respect to the liabilities and obligations related to the Lease Agreement and documents related thereto.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. The County hereby agrees to waive, to the full extent allowed by law, the recapitulation requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company continues to make all filings required by the Act.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 5th day of December, 2006.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

First Reading: November 7, 2006
Second Reading: November 21, 2006
Public Hearing: December 5, 2006
Third Reading: December 5, 2006

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 21, 2006
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Draft Tattoo Regulations Recommended by the Oconee County Planning Commission

BACKGROUND OR HISTORY:

The State of South Carolina issued final approval to regulations governing the operation of tattoo facilities on February 22, 2006. Under these rules, an applicant for a state license is required to obtain a letter of compliance with local requirements. Given the growing popularity of tattooing, and Oconee County's proximity to a major college student population (a major pool of potential customers), there is a great likelihood that one or more such facilities will seek to locate in our area; therefore, the Planning Commission felt it wise to draft regulations designed to minimize any possible negative secondary effects prior to receipt of a formal application. On November 6, 2006, the Planning Commission voted unanimously to recommend the attached draft regulations to County Council for consideration.

SPECIAL CONSIDERATIONS OR CONCERNS:

The state regulations governing tattoo facilities provide for strict health and building code requirements, and mandate a 1000' setback from all churches, schools, and playgrounds; the draft regulations approved by the Planning Commission adds protection for private residences by requiring that facilities locate in or near existing business areas along collector or arterial roads, and provide adequate screening and/or fencing to minimize noise, light, and other negative secondary effects after traditional 'family hours'. Also, the draft ordinance contains provisions for Council to set appropriate fees to offset any costs incurred in implementing the requirements.

STAFF RECOMMENDATION:

Adopt the draft regulations recommended by the Planning Commission

FINANCIAL IMPACT:

Any costs incurred through site visits and reviewing submitted materials can be offset with an appropriate application fee

ATTACHMENTS:

Copy of Draft Regulations Approved by Planning Commission

Submitted or Prepared by:

Art Holbrooks

(Department Head/Elected Official)

Approved By:

Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C; Clerk to Council

**Proposed for Inclusion in the Oconee County
Unified Performance Standards Ordinance**

**7.0 TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF
OCONEE COUNTY**

7.1 Purpose and Intent

It is the purpose of this ordinance to regulate tattooing facilities in order to promote the health, safety, and general welfare of the citizens of Oconee County, and to establish reasonable and uniform regulations to prevent the deleterious locating and concentration of tattooing businesses within the County.

It is the intent of this ordinance to establish standards for tattooing facilities that will insure that these businesses are operated in a manner that is in full compliance with all applicable laws of the United States of America, the State of South Carolina, and Oconee County; and to provide Oconee County with a reasonable and legitimate mechanism for enforcing applicable laws.

7.2.1 Jurisdiction

This section shall apply to any tattooing facility that is established within the unincorporated areas of Oconee County.

7.2.2 Enabling Authority

This ordinance is adopted by Oconee County Council in accordance with Title XLIV, Chapter 34 of the South Carolina Code of Laws, as an application of the police powers for the purpose of promoting the public health, safety, and welfare.

7.2.3 Finding of Fact

- 7.4.1 There exists potential for the establishment of tattooing facilities in Oconee County, and it is in the interest of the public health, safety, and welfare, of the citizens of Oconee County to provide for minimum standards and regulations for tattooing facilities, as well as for the health, safety, and general welfare of the owners, operators, employees, and patrons of such businesses.
- 7.4.2 The State of South Carolina has indicated or implied concern for the secondary affects of tattooing facilities through the provisions in State Law Title XLIV, Chapter 34 Section 110, by requiring a distance separation of one thousand feet from churches, schools, and playgrounds.
- 7.4.3 The peak volume of business for tattooing facilities tends to occur when many families desire quiet, making such facilities incompatible with residential areas.
- 7.4.4 It is not the intent of this ordinance to suppress speech activities protected by the First Amendment of the Constitution of the United States of America or to place any permissible burden on any constitutionally protected expression or expressive conduct by the enactment of this ordinance. Rather, it is the intent of Oconee County to enact a content neutral regulation that addresses the secondary affects of tattooing facilities by enacting location requirements to such facilities.

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

7.5 Definitions

- 7.5.1 **Arterial Road-** a major road that serves as an avenue for circulation into, out of, or around Oconee County; typical number of average daily traffic (ADT) exceeds 5000.
- 7.5.2 **Church-** an establishment, other than a private dwelling, where religious services are usually conducted.
- 7.5.3 **Collector Road-** a road that has the primary purpose of gathering traffic from intersecting local roads and handling movements to the nearest arterial road; a secondary function is to provide direct access to abutting properties. Typical number of average daily traffic (ADT) exceeds 800.
- 7.5.4 **Existing Commercial Area –** any area in which three (3) or more separate businesses, fronting the same road, are located adjacent to each other, not separated by any occupied single family residence.
- 7.5.5 **Playground-** a place, other than grounds at a private dwelling that is provided by the public or members of a community for recreation.
- 7.5.6 **Residential Parcel-** a parcel utilized primarily for single family residency or a parcel upon which a residential home is within one thousand (1,000) feet of a tattooing facility.
- 7.5.7 **School-** an establishment, other than a private dwelling, where the usual processes of education are usually conducted.
- 7.5.8 **Shopping Center-** a commercial establishment consisting of multiple spaces, leased or owned, for individual businesses.
- 7.5.9 **Site Plan-** the development plan for a tattooing facility on which is shown the existing and proposed conditions of the lot, including landscaping, walkways, means of ingress and egress, structures and buildings, signs and lighting, buffers and screening (if applicable), surrounding development, surrounding parcels, and any other information that may be reasonably required in order that an informed decision can be made as to whether or not the requirements of this ordinance have been satisfied.
- 7.5.10 **Tattoo Artist-** a person who practices body tattooing and who meets all State and County requirements.
- 7.5.11 **Tattoo Facility-** any room, space, location, area, structure, or business, or any part of these places, where tattooing is practiced or where the business of tattooing is conducted.
- 7.5.12 **Tattoo or Tattooing-** to indelibly mark or color the skin by subcutaneous introduction of nonoxic dyes or pigments.

7.6 Location Requirements

- 7.6.1 **Tattooing Facilities** shall not be located within one thousand (1,000) feet of a church, school, or playground. This distance shall be the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground.
- 7.6.2 In the event a parcel on which a tattooing facility is proposed to be located adjoins a residential parcel (as defined by this ordinance), the owner of the tattooing facility shall install

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

a fence and any necessary additional screening sufficient to prevent light, sound, and other secondary effects from negatively impacting existing residences. All plans for such fencing and/or screening shall be approved by the Planning Director prior to installation.

- 7.6.3 Tattooing facilities may be located in any shopping center in Oconee County that is not located within one thousand (1,000) feet of a church, school, or playground.
- 7.6.4 Tattooing facilities shall be located no farther than one (1/4) quarter mile (1320 feet) from existing commercial areas (as defined by this ordinance).
- 7.6.5 Tattooing facilities shall locate only on arterial or collector roads, and shall be accessed directly from the road upon which the facility is located. No tattooing facility shall be located on a local road.

7.7 Request for a Letter of Compliance

- 7.7.1 The owner shall request in writing that the Planning Director review the location of the tattooing facility and issue a letter of compliance.
- 7.7.2 Appropriate fees, as established by resolution of the Oconee County Council, shall be paid at the time of request for a letter of compliance.
- 7.7.3 The owner shall submit the following items to the Planning Director at the time a formal request for a letter of compliance is made:
 - a. A site plan showing the location of the tattooing facility, including surrounding parcels;
 - b. A copy of a survey (prepared by a surveyor licensed by the State of South Carolina) showing that the location of the proposed tattooing facility is not less than one thousand (1000) feet from church, playground, or school;
 - c. The road name and classification (specifying the ADT's) on which the tattooing facility will be located;
 - d. Proof that the tattooing facility is to be located in or within one-quarter (1/4) mile of an established commercial area (as defined by this ordinance), or within an existing shopping center;
 - e. Plans for any necessary fencing or screening, as defined in this ordinance.

7.8 Issuance of Letter of Compliance

- 7.8.1 The Planning Director shall issue a letter of compliance when all requirements of this ordinance have been met.
- 7.8.2 The letter of compliance shall not be issued, or may be revoked, if one or more of the following conditions are found to be present at any time:
 - a. The proposed tattooing facility is in violation of any portion of this ordinance, including the section concerning location requirements;
 - b. The proposed tattooing facility is in violation of any other Oconee County ordinance or regulation, any ordinance or regulation enforced by an administrative department, bureau, or governmental entity of the State of South Carolina, or any law or regulation of the United States of America;

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

- c. The applicant is under eighteen (18) years of age;
- d. The applicant has failed to provide information that is reasonably necessary and required for compliance with this ordinance or has falsely answered a question or request for information;
- e. The premises to be used for the operations of the proposed tattooing facility is found to be unsafe by the Rural Fire Chief of Oconee County, the Building Official of Oconee County, or an appropriate official of South Carolina Department of Health and Environmental Control;
- f. The applicant and/or the spouse of the applicant is found to be overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to the tattooing business;
- g. The applicant is more than one individual or is a corporation and it is found that any person having at least ten (10%) percent ownership in the tattooing business, any person having at least ten (10%) percent ownership interest in a corporation owning the tattooing business, or the spouse of any person having ten (10%) percent ownership in the tattooing business is overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to said business;
- h. Appropriate fees are unpaid;

7.8.3. A letter of compliance shall expire six (6) months from the date that the letter was issued; however, one six (6) month extension may be granted provided:

- a. request for an extension is submitted no less than ten (10) working days prior to the expiration date of letter;
- b. the applicant can prove that all pertinent circumstances surrounding the proposed tattooing facility have not changed since application was made;
- c. the applicant provides sufficient documentation supporting the request for an extension, specifically detailing all actions to date in pursuit of the establishment of the tattooing facility.

7.9. Non-Compliance

7.9.1. Any existing tattooing facility, having been duly issued a letter of compliance and subsequently found to be in violation of this ordinance or any other county enforced regulation, shall be subject to any appropriate penalties and/or remediation, to include any additional fees as deemed appropriate by County Council. Notice of all non-compliance shall be forwarded to DHEC and other appropriate authorities.

COOPERATIVE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE COUNTY OF Oconee
FOR
PROVISIONS OF LAW ENFORCEMENT SERVICES

THIS agreement, entered into this _____ day of _____, 2008, by the U. S. Army Corps of Engineers, Savannah District (hereinafter referred to as the Corps) and Oconee County, SC (hereinafter referred to as the Cooperator), Witnesseth that:

WHEREAS, the construction of Hartwell Lake (hereinafter called the "Project") was authorized by the Flood Control Act, approved 17 May 1950 (Public Law 81-518), and the provision of recreation resources in Oconee County, SC, was authorized by Section 4 of the 1944 Flood Control Act, as amended (16 U.S.C. 450a); and

WHEREAS, it is the responsibility of the Corps, in administering the Project lands, to provide the public with safe and healthful recreational opportunities; and

WHEREAS, the Cooperator has the authority to enforce the state and local laws for Hartwell Lake, Oconee County, SC, on such lands; and

WHEREAS, Section 126 of the Water Resources Development Act of 1976 (Public Law 94-547) authorizes the Corps to contract with states and their political subdivisions for the purpose of obtaining increased law enforcement services on Project lands to meet needs during peak visitation periods; and

WHEREAS, it is in the best interests of the Corps to obtain the assistance of the Cooperator in the enforcement of state and local laws on Project lands.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Plan of Operation

(a) The Corps and the Cooperator have agreed to a Plan of Operation which describes the scope and extent of law enforcement services to be provided by the Cooperator in accordance with this agreement. Such Plan of Operation, as concurred in by the Cooperator, is attached hereto as Appendix "A" and made a part hereof.

(b) It is recognized and understood that the Corps and the Cooperator may, at the request of either, renegotiate the Plan of Operation. The renegotiated Plan of Operation shall, upon written agreement there to by both parties, supersede Appendix "A."

Article 2. Obligation of the Cooperator

(a) The Cooperator agrees to furnish law enforcement services as follows:

(1) Formal, emergency, or unanticipated enforcement of civil and criminal laws of the state and local jurisdiction on Project lands and waters without claim for reimbursement under this agreement.

(2) The enforcement of the civil and criminal laws of the state and Orange County on Project lands in accordance with the schedules and duties described in the Plan of Operation, with payment by the Corps in accordance with Article 3 of this agreement.

(b) The Cooperator agrees to provide all personnel, equipment, and supplies which are required in order to provide the law enforcement services requested by the Corps in accordance with subparagraph (a) above.

(c) The Cooperator agrees to prepare a Daily Enforcement Log of a format provided or approved by the Corps and to submit this log to the Corps at least once a month throughout the effective period of the current Plan of Operation.

(d) The Cooperator agrees to assign only the personnel who are qualified and trained pursuant to the requirements of state and local laws and regulations to undertake the law enforcement services to be provided under Article 2(a) (2). Where state and local standards for the qualifications of law enforcement personnel do not exist, the Cooperator will advise the Corps of the experience, qualifications, and training of the personnel expected to be assigned law enforcement duties under this agreement and assign such duties to them only with the approval of the Corps.

Article 3. Obligation of the Government

Subject to the availability of funds, the Corps agrees to pay the Cooperator for the "out of pocket" cost of the law enforcement services to be provided in accordance with the obligations agreed to be undertaken by the Cooperator in Article 2(a) (2), including the cost of operation and maintenance of such equipment as is required for the provision of such services identified in the Plan of Operation under Article 1. At the request of the Cooperator, partial payments may be made as the law enforcement services are performed based on billings as identified in the Plan of Operation under Article 1 and approved by the Corps.

Article 4. Period of Services

The period of this agreement shall be from the date of execution until terminated by mutual agreement, or on written notice from either party to the other, as set forth in Articles 8 and 10.

Article 5. Disputes

(a) Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the Corps who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Cooperator. The decision of the Corps shall be final and conclusive unless within thirty days from the date of receipt of such copy, the Cooperator mails or otherwise furnishes to the Corps a written appeal addressed to the Chief of Engineers. The decision of the Chief of Engineers or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Cooperator shall proceed diligently with the performance of the agreement and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or vote on a question of law.

Article 6. Default

In the event that either party to this agreement fails to meet any of its obligations hereunder, the other party may immediately terminate the whole or any part of this agreement. Such termination shall be effected by written notice of either party to the other.

Article 7. Exclusion of Federal Employee Benefits

It is understood and agreed that the services to be provided by the Cooperator and its employees shall not be considered to fall within the scope of Federal employment, that the Cooperator and its employees shall be not considered as agents or employees of the Federal government, and that none of the benefits of Federal employment will be conferred under the terms of this agreement.

Article 8. Release of Claims

The Cooperator agrees to hold and save the Corps, its officers, agents or employees, harmless from liability of any nature or kind, for or on account of any claims for damages that may arise during the performance of the law enforcement services by the Cooperator under this agreement.

Article 9. Transfer of Assignment

The Cooperator shall not transfer or assign this agreement, nor any rights acquired thereunder, nor grant any interest, privilege, or license whatsoever in connection with this agreement without the approval of the Corps.

Article 10. Termination for Convenience

The Corps, by written notice, may terminate this agreement in whole or in part when it is in the Corps' interest. If this agreement is terminated, the Corps shall be liable only for payment under the payment provisions of this agreement for services rendered before the effective date of termination.

Article 11: Equal Opportunity

(A) During the performance of this agreement, the Cooperator agrees as follows:

(1) The Cooperator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Cooperator will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: (i) employment, (ii) upgrading, (iii) promotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Cooperator shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Corps that explain this clause.

(4) The Cooperator will, in all solicitations or advertisements for employees placed by or on behalf of the Cooperator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Cooperator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Corps advising the labor union or workers' representative of the Cooperator's commitments under this clause and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Cooperator will comply with Executive Order No. 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Cooperator shall furnish to the contracting agency all information required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (SF 100-1), or any successor form to be filed within thirty days following the award, unless filed within twelve months preceding the date of award.

(8) The Cooperator shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for purposes of applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Cooperator is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this agreement may be cancelled, terminated, or suspended in whole or in part, and the Cooperator may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order No. 11246 as amended. In addition, sanctions may be imposed and remedies invoked against the Cooperator as provided in Executive Order No. 11246, as amended, the

rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Cooperator shall include the terms and conditions of subparagraphs (a) (1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order No. 11748 as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Cooperator shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided that if the Cooperator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Cooperator may request the United States to enter into such litigation to protect the interests of the United States.

(3) Notwithstanding any other clause in this agreement, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

Article 13: Gratuities

(a) The right of the Cooperator to proceed may be terminated by written notice of, after notice and hearing, the agency head or a designee determined that the Cooperator, its agent, or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Corps; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this agreement is terminated under paragraph (a) above, the Corps is entitled:

(1) To pursue the same remedies as in a breach of the agreement, and

(2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than ten times the cost incurred by the Cooperator in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c) (2) is applicable only if this agreement uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Corps provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Article 13: Examination of Records by Comptroller General

(a) This clause applies if this agreement exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until three years after final payment under this agreement or any shorter period specified in the Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access and the right to examine any of the Cooperator's

longer periods required by statute or by other clauses of this agreement. In addition:

(1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement.

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this agreement shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Cooperator shall insert a clause containing all the terms of this clause, including this paragraph (e), in all subcontracts over \$25,000 under this agreement, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Corps prime contract.

Article 15

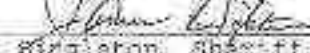
Any changes in the provisions of this agreement which are necessary and proper will be made by formal agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

U. S. ARMY CORPS OF ENGINEERS,
SAVANNAH DISTRICT

Oconee County SHERIFF'S OFFICE

BY: _____
Col. Mark S. Held
Corps of Engineers
District Engineer
DATE: _____

BY:  _____
James Singleton, Sheriff,
Oconee County Sheriff's Department
Oconee, SC
DATE: 10/09/06

(Necessary approvals and countersignatures required by state or political subdivisions with respect to execution on behalf of the state or political subdivision must be ascertained by the cooperator and his counsel and added to the signature block.)

BY: _____

DATE: _____

Chairman, County Commission
Oconee County, SC

COOPERATIVE AGREEMENT
APPENDIX "A"
PLAN OF OPERATION
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement services provided by the Cooperator without cost reimbursement include intermittent recreation area patrols to the most heavily used areas throughout the year, and response to emergency or special assistance calls as needed.

2. The Cooperator agrees to provide increased law enforcement services on a cost reimbursable basis by providing at least one trained and qualified deputy with an official vehicle at the locations noted, and in accordance with the following conditions:

a. Increased patrols will begin on March 1, 2007 and conclude on October 31, 2007. Patrols will be 4, 6, or 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies listed below. A definite work schedule will be mutually agreed upon prior to initiating increased patrols:

March 1 – March 31, 2007	Five 4-hour patrols (incl. Fri. – Sun.)
April 1 – April 30, 2007	Five 6-hour patrols (incl. Fri. – Sun.)
May 1 – May 31, 2007	Two 6-hour patrols (Wed. & Thurs.) Three 8-hour patrols (Fri.-Sun.)
June 1 – August 31, 2007	Five 8-hour patrols (incl. Fri. – Sun.)
September 1 – September 30, 2007	Five 6-hour patrols (incl. Fri. – Sun.)
October 1 – October 31, 2007	Five 4-hour patrols (incl. Fri.- Sun.)

b. All areas "a" through "k" listed below, shall be patrolled at least one time during each 8 hour shift. Underlined areas are high priority areas in which patrols should be concentrated (repeated) in times of high visitation. When working a 4, 6, or 8-hour shift, underlined areas should be patrolled at least once. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

a. <u>Chrostosa</u>	e. <u>Lawrence Bridge</u>	f. <u>Friendship</u>
b. <u>Coneross</u>	f. <u>Martin Creek</u>	j. <u>Prathers Bridge & Tagaloo</u>
c. <u>Fair Play</u>	g. <u>Mullins Ford</u>	Indian Mounds
d. <u>123 Fishing Pier</u>	h. <u>Oconee Point</u>	k. <u>Tabor</u>

c. Patrols will occur between the hours of 1430 and 2400 hours Wednesday through Saturday and between 1200 and 2200 hours on Sundays and Holidays. On Sundays occurring on a holiday weekend, patrols will occur between the hours of 1430 and 2300 hours.

3. The Cooperator agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment and reported to the Cooperator.

4. The Government will provide an orientation program for all cooperating law enforcement personnel. Every deputy providing service under this cooperative program must attend.

5. If different than the Sheriff, the Cooperator will specify an official point of contact for coordinating implementation of this agreement.

6. The Cooperator will prepare a *Daily Law Enforcement Log* in accordance with Attachment No. 1, for every working day. The log must be a complete summary of findings and actions taken during patrols completed by person(s) performing patrols. Completed logs must be submitted to justify claims for payment. Until deemed unnecessary by the Government, the Cooperator will fax copies of the *Daily Law Enforcement Log* (Attachment No. 1) for review on a weekly basis. The end of the month submittal of *Daily Law Enforcement Logs* (Attachment No. 1) with the *Law Enforcement Reimbursement Request* (Attachment No. 2) will continue to be provided on a monthly basis.

7. The Cooperator agrees to submit monthly pay requests to the Government within 15 days of the month's end. For each week after this period, the Government has the option to reduce the requested reimbursement by 5%. Monthly payments will be made by the Government based upon the Cooperator's submittal of the *Law Enforcement Reimbursement Request* (Attachment No. 2) in conjunction with the entire month's *Daily Law Enforcement Log* (Attachment No. 1). When a partial hour of work is performed, the government will be billed in .25 hour increments. Discrepancies or incomplete *Daily Law Enforcement Logs* (Attachment No. 1) may result in reduced monthly payments. The extent of documentation necessary to support requested reimbursement amounts will be mutually agreed upon by the Corps and the Cooperator. The Government will make payment to the Cooperator based on timely receipt of the Cooperator's *Law Enforcement Reimbursement Request*. The Government agrees to notify the Cooperator prior to reducing requested reimbursable costs.

8. Serious incidents occurring on public land or water must be reported to the Project Manager's Office as soon as possible, preferably no later than the next work day. Preliminary copies of written reports will be submitted within 2 working days of the time of the incident, and final copies must be provided within a week of completion.

9. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.

10. In compensation for increased Law Enforcement Services in accordance with this agreement, the Government agrees to reimburse the Cooperator at the rate of \$ 30.00 per hour. The hourly rate includes the use of the official vehicle by the Cooperator, including overhead, utilization, operation, maintenance, and repair of such vehicle as allocated for use under the agreement. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers, Hartwell Project.

11. Estimated cost for reimbursable services is \$51,982.64 for the period indicated in this agreement. The Cooperator agrees to compensate deputies in accordance with the provisions of the Service Contract Act and the Contract Work Hours and Safety Standards Act.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Brian Peterson, Park Ranger
U.S. Army Corps of Engineers
Hartwell Project
5625 Anderson Hwy
Hartwell, Georgia 30643-0278
Telephone: (706) 856-0351 or (888) 893-0678 ext. # 351
Fax: (706) 856-0358
e-mail: Christopher.b.peterson@sas02.usace.army.mil

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton
Sheriff, Oconee County
415 S. Pine Street
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

Receipt is hereby acknowledged:


James Singleton, Sheriff
Oconee County, South Carolina
11/09/06
Date

County Administrator Date

Virgil G. Hobbs III Date
Hartwell Project Operations Manager